

Tab settings → → →

▼ 2002 JUL 27 11 14 02

102174762

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document and pay thereof.

1. Name of conveying party(ies):

Davita Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: April 26, 2002

2. Name and Address of receiving party(ies)

Name: Credit Suisse First Boston

Internal

Address:

Street Address: 11 Madison Avenue

City: New York State: New York Zip: 10010

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State: New York☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached: ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See attached

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41) \$ 290.00

☒ Enclosed☒ Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alexander Kim

Name of Person Signing

Signature

July 23, 2002

Date

Total number of pages including cover sheet, attachments, and document: 23

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

07/30/2002 DBYRNE 00000210 2068163

01 FC:481
02 FC:48240.00 OP
250.00 OP

Repln. Ref: 07/30/2002 DBYRNE 0014240100
 DAW:500324 Name/Number:2068163
 FC: 704 \$50.00 CR

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 1.

2. Name of conveying party(ies):

Total Renal Care, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

3. Name of conveying party(ies):

TRC West, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

4. Name of conveying party(ies):

Carroll County Dialysis Facility, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

5. Name of conveying party(ies):

Continental Dialysis Centers, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

6. Name of conveying party(ies):

Continental Dialysis Center of Springfield-Fairfax, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

7. Name of conveying party(ies):

Dialysis Specialists of Dallas, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

8. Name of conveying party(ies):

East End Dialysis Center, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

9. Name of conveying party(ies):

Elberton Dialysis Facility, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

10. Name of conveying party(ies):

Flamingo Park Kidney Center, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

11. Name of conveying party(ies):

Lincoln Park Dialysis Facilities, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

12. Name of conveying party(ies):

Mason-Dixon Dialysis Facilities, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

13. Name of conveying party(ies):

Open Access Sonography, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

14. Name of conveying party(ies):

Peninsula Dialysis Center, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

15. Name of conveying party(ies):

Renal Treatment Centers, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

16. Name of conveying party(ies):

Renal Treatment Centers – California, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

17. Name of conveying party(ies):

Renal Treatment Centers – Hawaii, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

18. Name of conveying party(ies):

Renal Treatment Centers – Illinois, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

19. Name of conveying party(ies):

Renal Treatment Centers – Mid-Atlantic, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

20. Name of conveying party(ies):

Renal Treatment Centers – Northeast, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

21. Name of conveying party(ies):

Renal Treatment Centers - West, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

22. Name of conveying party(ies):

RTC Holdings, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

23. Name of conveying party(ies):

RTC – Texas Acquisition, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

24. Name of conveying party(ies):

RTC TN, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

25. Name of conveying party(ies):

Total Acute Kidney Care, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

26. Name of conveying party(ies):

Total Renal Care, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

27. Name of conveying party(ies):

Total Renal Care of Colorado, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

28. Name of conveying party(ies):

Totoal Renal Care of Puerto Rico, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

29. Name of conveying party(ies):

Total Renal Laboratories, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

30. Name of conveying party(ies):

Total Renal Research, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

31. Name of conveying party(ies):

Total Renal Support Services, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

32. Name of conveying party(ies):

TRC of New York, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

33. Name of conveying party(ies):

Tri-City Dialysis Center, Inc.

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation-State | |

34. Name of conveying party(ies):

Beverly Hills Dialysis Partnership

- | | |
|---|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input checked="" type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation-State | |

35. Name of conveying party(ies):

Houson Kidney Center/Total Renal Care Integrated Service Network Limited Partnership

- | | |
|--|---|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input checked="" type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation-State | |

36. Name of conveying party(ies):

Nephrology Medical Associates of Georgia, LLC

- | | |
|--|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation-State | |
| <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> | |

37. Name of conveying party(ies):

Renal Treatment Centers – Southeast, LP

- | | |
|--|---|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input checked="" type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation-State | |

38. Name of conveying party(ies):

Total Renal Care/Peralta Renal Center Partnership

- ☐ Individual(s) ☐ Association
☒ General Partnership ☐ Limited Partnership
☐ Corporation-State

39. Name of conveying party(ies):

Total Renal Care/Piedmont Dialysis Partnership

- ☐ Individual(s) ☐ Association
☒ General Partnership ☐ Limited Partnership
☐ Corporation-State

40. Name of conveying party(ies):

Total Renal Care Texas Limited Partnership

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State

41. Name of conveying party(ies):

Total Renal Care of Utah, L.L.C.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company

42. Name of conveying party(ies):

TRC – Indiana, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company

Continuation of Box 4:

Registrations

2,068,163	1,983,091	2,229,751	2,238,800
2,253,202	2,186,950	2,196,337	2,167,478
2,187,566	2,185,761	2,238,675	

NO ADDITIONAL PAGES

SCHEDULE B

To The Intellectual Property Security Agreement

Trademarks

U.S. Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Issue Date</u>
DaVita, Inc.	Total Renal Care	2068163	6/3/97
Total Renal Care, Inc.	TRC	1983091	6/25/96
DaVita, Inc.	Total Renal Research	2229751	3/2/99
DaVita, Inc.	TRR	2238800	4/13/99
DaVita, Inc.	TRR	2253202	6/15/99
DaVita, Inc.	Total Nephrology Care Network	2186950	9/1/98
DaVita, Inc.	TNCN	2196337	10/13/98
DaVita, Inc.	TNCN	2167478	6/23/98
DaVita, Inc.	TRP	2187566	9/8/98
DaVita, Inc.	TRP	2185761	9/1/98
Davita, Inc.	Logo Design	2238675	4/13/99
DaVita Inc.	DaVita (and design)	Intent to Use	10/25/00
DaVita, Inc.	DaVita Inc.	Intent to Use	6/5/00

Foreign Trademarks:

None.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated April 26, 2002, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Credit Suisse First Boston ("**CSFB**"), as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, DaVita Inc., a Delaware corporation, has entered into a Credit Agreement dated as of April 26, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with CSFB, as Administrative Agent and as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated April 26, 2002 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Collateral**");

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "**IP Security Agreement Supplement**"), executed and delivered by such Grantor to the Collateral Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (but excluding any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein impairs the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby and renewals and extensions of the foregoing, and all rights therein provided by international treaties or conventions (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the “*Trademarks*”);

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the “*Copyrights*”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the

rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DAVITA INC.

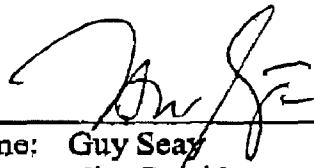
By


Name: Guy Seay
Title: Vice President

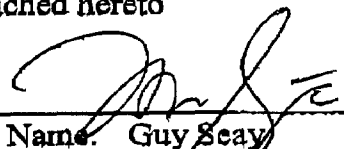
S-1

SFDOCS01/216529.1

TRADEMARK
REEL: 002554 FRAME: 0774

By 
Name: Guy Seay
Title: Vice President
on behalf of each of the entities
listed on Appendix A attached
hereto

TOTAL RENAL CARE, INC., on behalf of
each of the entities listed on Appendix B
attached hereto

By 
Name: Guy Scay
Title: Vice President

S-3

SFDOCS01/216529.1

TRADEMARK
REEL: 002554 FRAME: 0776

TRC WEST, INC.

By 

Name: Guy Seay

Title: Vice President

S-4

SFDOCS01/216529.1

TRADEMARK
REEL: 002554 FRAME: 0777

**Appendix A to the
Intellectual Property Security Agreement**

Carroll County Dialysis Facility, Inc.
Continental Dialysis Centers, Inc.
Continental Dialysis Center of Springfield-Fairfax, Inc.
Dialysis Specialists of Dallas, Inc.
East End Dialysis Center, Inc.
Elberton Dialysis Facility, Inc.
Flamingo Park Kidney Center, Inc.
Lincoln Park Dialysis Services, Inc.
Mason-Dixon Dialysis Facilities, Inc.
Open Access Sonography, Inc.
Peninsula Dialysis Center, Inc.
Renal Treatment Centers, Inc.
Renal Treatment Centers – California, Inc.
Renal Treatment Centers – Hawaii, Inc.
Renal Treatment Centers – Illinois, Inc.
Renal Treatment Centers – Mid-Atlantic, Inc.
Renal Treatment Centers – Northeast, Inc.
Renal Treatment Centers – West, Inc.
RTC Holdings, Inc.
RTC – Texas Acquisition, Inc.
RTC TN, Inc.
Total Acute Kidney Care, Inc.
Total Renal Care, Inc.
Total Renal Care of Colorado, Inc.
Total Renal Care of Puerto Rico, Inc.
Total Renal Laboratories, Inc.
Total Renal Research, Inc.
Total Renal Support Services, Inc.
TRC of New York, Inc.
Tri-City Dialysis Center, Inc.

**Appendix B to the
Intellectual Property Security Agreement**

Beverly Hills Dialysis Partnership
DaVita – West, LLC
Houston Kidney Center/Total Renal Care Integrated Service Network Limited Partnership
Nephrology Medical Associates of Georgia, LLC
Renal Treatment Centers – Southeast, LP
Total Renal Care/Peralta Renal Center Partnership
Total Renal Care/Piedmont Dialysis Partnership
Total Renal Care Texas Limited Partnership
Total Renal Care of Utah, L.L.C.
TRC – Indiana, LLC

SCHEDULE A

To The Intellectual Property Security Agreement

Patents

Patents

None.

SCHEDULE C

To The Intellectual Property Security Agreement

Copyrights

Grantors do not have any copyrights, copyright registrations, copyright applications or copyright licenses other than (a) unregistered copyrights in work products created by their respective employees and (b) licenses acquired in the ordinary course of business primarily relating to the use of "shrink wrapped" software that is generally available in the commercial market such as word processing programs and personal computer operating systems.